

Report  
4.2-19

**PUBLIC HEALTH  
AND SAFETY  
STANDING  
COMMITTEE**

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001979      100% City Funding – To Provide Renovations for BSEED. – Contractor: Detroit Building Authority – Location: 1301 Third St. #328, Detroit, MI 48226 – Contract Period: Upon City Council Approval through August 29, 2021 – Total Contract Amount: \$700,000.00. **BUILDINGS SAFETY ENGINEERING AND ENVIRONMENT**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER BENSON**

**RESOLVED**, that Contract No. 6001979 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001903      100% City Funding – To Provide Annual Ground Ladder Testing for DFD. – Contractor: Fire-Cat 7601 – Location: 3250 W. Big Beaver Rd., Ste. 544, troy, MI 48084 – Contract Period: Upon City Council Approval through February 28, 2021 –Total Contract Amount: \$40,000.00. **FIRE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER BENSON**

**RESOLVED**, that Contract No. 6001903 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6000468      38.42% Federal Funding, 61.58% State Funding – AMEND 3 – To Provide Fiduciary Services for the Health Department. – Contractor: Southeastern Michigan Health Association – Location: 200 Fisher Blvd., 3011 W. grand Blvd, Detroit, MI 48202 – Contract Period: Upon City Council Approval through June 30, 2019 – Contract Increase: \$5,883,982.58 –Total Contract Amount: \$47,739,563.58. **HEALTH**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

**RESOLVED**, that Contract No. 6000468 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3032105      100% City Funding – To Provide Emergency Residential Demolition at 5281 and 5287 Cabot. – Contractor: Gayanga Co – Location: 1420 Washington Detroit, MI 48226– Contract Date: Upon City Council Approval through April 1, 2020 – Total Contract Amount: \$46,275.00.

### **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER BENSON**

**RESOLVED**, that Contract No. 3032105 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3032431      100% City Funding – To Provide Emergency Residential Demolition at 3531 28th. Street – Contractor: Gayanga Co – Location: 1420 Washington Detroit, MI 48226 – Contract Date: Upon City Council Approval through April 1, 2020 – Total Contract Amount: \$33,781.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** BENSON

**RESOLVED**, that Contract No. 3032431 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3032433      100% City Funding – To Provide Emergency Residential Demolition at 9383 Cascade. – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Date: Upon City Council Approval through April 1, 2020 – Total Contract Amount: \$23,400.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** BENSON

**RESOLVED**, that Contract No. 3032433 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.

## OFFICE OF CONTRACTING AND PROCUREMENT

March 27, 2019

### HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3032490      100% City Funding – To Provide Emergency Residential Demolition at 6189 Field. – Contractor: Gayanga Co – Location: 1420 Washington Detroit, MI 48226– Contract Date: Upon City Council Approval through April 1, 2020 – Total Contract Amount: \$23,150.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** **BENSON**

**RESOLVED**, that Contract No. 3032490 referred to in the foregoing communication dated March 27, 2019, be hereby and is approved.



CITY OF DETROIT  
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE., FOURTH FLOOR  
DETROIT, MICHIGAN 48226  
(313) 224-0484 • TTY:711  
WWW.DETROITMI.GOV

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Date: March 25, 2019

HONORABLE CITY COUNCIL  
RE: RECOMMENDATION FOR DEFERRAL  
ADDRESS: 15350 Lawton  
NAME: CaSandra Edmonds  
Demolition Ordered: July 13, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on March 15, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

Therefore, we respectfully recommend that the demolition order be deferred for a period of six months subject to the following conditions:

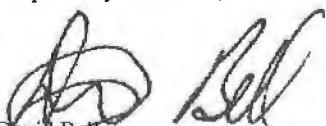
1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
  - Certificate of Acceptance related to building permits
  - Certificate of Approval as a result of a Housing Inspection
  - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: CaSandra Edmonds, 327 Lakewood St., Detroit, MI 48215



Date: March 21, 2019

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL

ADDRESS: 20589 Waltham

NAME: A-N-A RENTAL PRO'S LLC/ANTWYANE L. JOHNSON

Demolition Ordered: September 17, 2018

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on March 19, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

Therefore, we respectfully recommend that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
  - Certificate of Acceptance related to building permits
  - Certificate of Approval as a result of a Housing Inspection
  - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell  
Director

CITY CLERK 2019 AM9/28

cc: A-N-A RENTAL PRO'S LLC, 26400 LAHSER RD-STE 365, SOUTHFIELD, MI 48033  
ATTN: Antwayne Johnson



Date: March 21, 2019

HONORABLE CITY COUNCIL

RE: RECOMMENDATION FOR DEFERRAL

ADDRESS: 1211 Edison

NAME: Furious Firm Holdings, LLC

Demolition Ordered: April 11, 2011

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on March 19, 2019 revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

Therefore, we respectfully recommend that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
  - Certificate of Acceptance related to building permits
  - Certificate of Approval as a result of a Housing Inspection
  - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell  
Director

DB:bkd

cc: Furious Firm Holdings LLC, 112 Long Creek PKWY, Charlotte, Nc 28214

ATTN: Andre Williams

Furious Firm Holdings LLC, 6659 Schaefer RD-#1090, Dearborn, MI 48126

# Walk-on / Talk-on VOTE



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
[WWW.DETROITMI.GOV](http://WWW.DETROITMI.GOV)

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March 1, 2019

The Honorable Detroit City Council  
ATTN: City Clerk Office  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

## RE: Request to Accept and Appropriate the FY 2019 State Planning and Research Grant

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the FY 2019 State Planning Research Grant for a total of \$500,000.00. The Detroit Transportation Corporation (DTC) will also contribute \$325,000.00 to the project through grant funds awarded by the Southeast Michigan Council of Governments (SEMCOG). There is no match requirement. The total project cost is \$825,000.00.

The objective of the grant is to support the City of Detroit's Citywide Transportation Plan. The funding allotted to the department will be utilized to address key initiatives, including improving safety, supporting walking, biking, and transit, designing complete streets, policy development, data collection, and education and citizen engagement. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20634.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerri Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This Detroit Council Request has been approved by the Office of the Budget.

3/25/19 rec'd @ table; Refer to President's office to refer to PHS

(JA) 3-0

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the Michigan Department of Transportation, in the amount of \$500,000.00, to support the City of Detroit's Citywide Transportation Plan; and

**WEHEREAS**, the Detroit Transportation Corporation (DTC) will also contribute \$325,000.00 to the project through grant funds awarded by the Southeast Michigan Council of Governments (SEMCOG); and

**WHEREAS**, the total project cost is \$825,000.00, and there is no match requirement; and

**WHEREAS**, this request to the Detroit City Council has been approved by the Office of the Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20634, in the amount of \$825,000.00, for the FY 2019 State Planning Research Grant.

RICK SNYDER  
GOVERNOR



MARK A. VAN PORT FLEET  
DIRECTOR

December 14, 2018

City of Detroit  
Department of Public Works  
Caitlin Malloy-Marcon  
2 Woodward Avenue, Suite 808  
Detroit, MI 48226

Dear Ms. Malloy-Marcon:

MDOT CONTRACT 2019-0153

Enclosed is the original contract issued between your organization and the Michigan Department of Transportation. Please take the time to read and understand this contract. If this contract meets with your approval, please complete the following checklist, and return this checklist and the contract as soon as possible. Only one copy of this contract is being sent to you for signature. Upon its award you will receive an electronic scan for your files. The original signed contract will be maintained in Contract Services Division's files.

— Please do not date the document. MDOT will date the document when it is executed. This contract is not executed until it has been signed by all parties. Upon all final approvals the contract will be sent to the MDOT Director for execution.

— Secure the necessary signatures on the contract.

— Include a certified resolution/authorization. The resolution/authorization should specifically name the officials who are authorized to sign the contract. The resolution/authorization must be submitted, even though you may have submitted one in the past.

— Return the contract and the certified resolution/authorization to my attention in the Bureau of Finance, Contract Services Division at the address below for MDOT execution. A scanned electronic copy of the executed contract will be forwarded to your attention via e-mail. Our street address for the use of an overnight carrier, should you need it, is 425 W. Ottawa St., Lansing MI 48933.

— Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The CONSULTANT is required to register to receive payments of EFT at SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

If you have any questions, please do not hesitate to contact me directly at (517) 373-2895 or email me at [rottiersw@michigan.gov](mailto:rottiersw@michigan.gov).

Sincerely,

*William Rottiers*  
Bill Rottiers  
Contract Administrator  
Contract Services Division

Enclosure

David Whitaker, Esq.  
*Director*  
 Irvin Corley, Jr.  
*Executive Policy Manager*  
 Marcell R. Todd, Jr.  
*Senior City Planner*  
 Janese Chapman  
*Deputy Director*

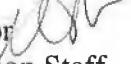
John Alexander  
 LaKisha Barclift, Esq.  
 M. Rory Bolger, Ph.D., AICP  
 Elizabeth Cabot, Esq.  
 Tasha Cowen  
 Richard Drumb  
 George Etheridge  
 Deborah Goldstein

**City of Detroit**  
**CITY COUNCIL**  
**LEGISLATIVE POLICY DIVISION**  
 208 Coleman A. Young Municipal Center  
 Detroit, Michigan 48226  
 Phone: (313) 224-4946 Fax: (313) 224-4336

CITY CLERK 2019 MAR 25 PM 1:24

Christopher Gulock, AICP  
 Derrick Headd  
 Marcel Hurt, Esq.  
 Kimani Jeffrey  
 Anne Marie Langan  
 Jamie Murphy  
 Carolyn Nelson  
 Kim Newby  
 Analine Powers, Ph.D.  
 Jennifer Reinhardt  
 Sabrina Shockley  
 Thomas Stephens, Esq.  
 David Teeter  
 Theresa Thomas  
 Kathryn Lynch Underwood  
 Ashley A. Wilson

**TO:** Detroit City Council 

**FROM:** David Whitaker, Director  
 Legislative Policy Division Staff 

**DATE:** March 25, 2019

**RE:** **Viaduct Ownership and Maintenance Responsibilities**

The Legislative Policy Division was requested to provide a report regarding the ownership and responsibility of viaducts throughout the City. After some investigation of this issue, we find no clear cut answer. It depends specific ownership and any applicable agreements related to the particular bridge that creates the viaduct. According to City Engineering – Department of Public Works, generally the structures that support the bridges, *i.e.* the walls of the viaduct, belong to the various railroad companies. As such the City does not have the authority to “improve”, *i.e.* install lighting” on the structures without an agreement between the City and the railroad company.

In some instances, there are pre-existing agreements that regulate maintenance and easement issues. However, each particular bridge would have to be looked at on a case-by-case basis to determine who is responsible for structural integrity, lighting, graffiti remove, debris cleanup or upkeep of the berm.

If there are additional questions, please advise.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF DETROIT**  
**CONTRACT**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and the City of Detroit (CITY), of 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, for the purpose of the CITY developing a Citywide Transportation Plan.

**Recitals:**

MDOT may amend the Contract to reflect the addition of funds for fiscal year 2020 as funding becomes available and is obligated, at MDOT's discretion;

**The parties agree that:**

**THE CITY WILL:**

1. Perform the work set forth in Exhibit A, dated December 3, 2018, pages 1 through 7, attached hereto and made a part hereof (PROJECT).

This Contract contains Federal Highway Administration (FHWA)/State Planning and Research (SPR) funds. For all contracts with FHWA/SPR funds that span multiple MDOT fiscal years, the CITY may not proceed to work at the beginning of any MDOT fiscal year (October 1 through September 30) beginning the October 1 following the effective date of the contract until after receiving written notification from the MDOT Project Manager that the CITY may proceed to work. Any work performed and/or costs incurred by the CITY prior to its receipt of such MDOT notification will not be eligible for reimbursement.

2. Perform all PROJECT work in conformity with the MDOT's applicable standards.
3. During the performance of the PROJECT work, be responsible for any loss of or damage to original documents belonging to MDOT while they are in the CITY's possession. Restoration of lost or damaged original documents will be at the CITY's expense.

4. Make such trips to confer with representatives of MDOT and the United States Department of Transportation, Federal Highway Administration (FHWA), as may be necessary in the carrying out of the PROJECT set forth in this Contract.
5. Submit written monthly progress reports to MDOT that outline the work accomplished during the reporting period; identify any problems, real or anticipated, associated with the conduct of the PROJECT; and identify any deviations from the agreed upon work plan.
6. Prepare the graphics and text for all reports in a form suitable and acceptable to MDOT, such suitability and acceptability to be determined by MDOT. This section is limited to the format of the graphics and text. Nothing herein is to be construed as allowing MDOT to declare as unsuitable or unacceptable any of the graphics or text because of the conclusions arrived at by the CITY through analysis of data collected for this PROJECT.

As used throughout this Contract, the words "satisfactory" and "acceptance" are defined to mean that the product is in the format required and is completely in accordance with the contract requirements; however, it does not mean that the conclusions arrived at for this PROJECT must be approved or agreed to by MDOT or the FHWA.

7. Prepare and submit to MDOT a written preliminary copy of the Final Project Report in accordance with the work plan set forth in Exhibit A for its review and acceptance prior to submission of the Final Project Report. MDOT will notify the CITY of its acceptance or rejection of the Final Project Report within sixty (60) days of receipt of same from the CITY.
8. Submit any proposed publication by the CITY or its subcontractors of the results of PROJECT work for prior review and acceptance by MDOT. Such review and acceptance is for MDOT's own purposes and does not relieve the CITY from claims arising out of such publication. Said proposed publication will include proper credit for all parties to this Contract.
9. Permit representatives of MDOT, the FHWA, and other authorized public agencies interested in the PROJECT to have full access to the PROJECT during the CITY's performance.
10. With regard to audits and record-keeping:
  - a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. Audit and Inspection. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart

F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
- ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
- iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Michigan Department of Transportation  
Financial Operations Division  
Budget, Outreach and Program Support Section  
P. O. Box 30050  
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation  
Bureau of Transportation Planning  
Statewide Transportation Planning Division  
P.O. Box 30050  
Lansing, MI 48909

- v. Agencies will also comply with applicable state laws and regulations relative to audit requirements.
- vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- viii. The CFDA code for this CONTRACT is 20.205.

c. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

e. If any part of the work is subcontracted, the CITY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

11. If MDOT discloses its confidential information to the CITY, the CITY will maintain such information as confidential. Information provided by MDOT will be deemed confidential if it is marked confidential or stated in writing to be confidential. The above obligations of confidentiality will not apply to:

- a. Information for which MDOT gives prior written permission for publication or use.
- b. Information that is required to be disclosed based on court order.

A violation of this provision will be considered a breach of this Contract, and MDOT may terminate this Contract under the provisions of Section 21(b).

News releases pertaining to this Contract or the PROJECT to which it relates will not be made without prior written approval from MDOT, and then only in accordance with explicit instructions from MDOT. News releases made without MDOT's approval will be considered a breach of the Contract, and MDOT may terminate this Contract under the provisions of Section 21(b).

12. The CITY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self insurance. Insurance payment for loss or damage will be made to MDOT. The CITY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Contract against any and all claims that may arise out of the CITY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

13. Submit billings to MDOT for the PROJECT performed in accordance with the following:
  - a. The CITY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
  - b. The billings for the PROJECT will not be submitted more often than once per month without prior written approval from MDOT. Each billing will be submitted promptly, no more than sixty (60) days after the completion of the PROJECT for that billing. All billings for PROJECT provided prior to September 30 of any year must be received by MDOT in accordance with MDOT's annual fiscal year end instructions or a significant delay in payment may occur.
  - c. The final billing for the PROJECT must be received within sixty (60) days of completion of the PROJECT. MDOT may close the Contract after the sixty (60) days have passed. Costs provided to MDOT after this sixty (60) day period may be denied by MDOT.

**MDOT WILL:**

14. Furnish for the use of the CITY such MDOT standards and other information as may be needed, unless specifically required to be provided by the CITY in a particular instance.
15. Pay the CITY for the PROJECT work after receipt of billings, subject to verification of progress. Compensation for the PROJECT work will be on the basis of actual costs and will not exceed Five Hundred Thousand Dollars (\$500,000.00), as set forth in Exhibit A. The CITY will be responsible for all costs in excess of the funds shown above.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

16. Determine that payment for the costs of the PROJECT work required and performed is in accordance with the following:

- a. Direct Salary Costs: Actual labor costs of personnel performing the PROJECT work. This cost will be based on the employees' actual hourly rates of pay and the actual hours of performance on the PROJECT as supported by employee time and earning records.
- b. Other Direct Costs: Actual costs of materials that may be required hereunder but that are not normally provided as part of the overhead of the CITY. All actual costs will be supported by proper receipts and proofs of payment.
- c. Overhead and Indirect Costs: A pro-rated portion of the actual overhead and indirect costs incurred by the CITY during work. The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs, as set forth in Exhibit A. Overhead and indirect costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs.
- d. Subconsultant Costs: Actual costs of subconsultants performing PROJECT work under this Contract.
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference.
- f. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31.
- g. The CITY will not be paid for costs arising from the correction of errors and omissions attributable to the CITY.

17. Make payment to the CITY in accordance with the following:

- a. Progress payments may be made for reimbursement of amounts earned to date upon receipt of a billing and the written progress report. Progress payments will include direct salary costs, other direct costs, and calculated amounts for overhead using applied overhead rates, as herein set forth. Progress payments will not be made more than once a month.
- b. Upon receipt by MDOT of the required documents and any other accompanying information in a form satisfactory to MDOT, MDOT will process the payment request if the CITY is complying with its obligations pursuant to the Contract. Reimbursement of any costs pursuant to this section will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a



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2 WOODWARD AVENUE, SUITE 611  
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The City of Detroit seeks to develop a Citywide Transportation Plan (the Plan) that provides the roadmap for not only how Detroiters get around, but how city streets can continue to support the City's advancement. This effort will be led by the Department of Public Works, with support from the Planning and Development Department, the Department of Transportation, the Municipal Parking Department, and the Mayor's Office. The process will be done in collaboration with state, county and regional partners. The end deliverable of this process must serve as a living guide toward future infrastructure investment and transportation development that: 1) has overarching principles of equity, dignity, and transparency, 2) addresses critical safety issues, 3) improves people's health and neighborhood air quality, 4) increases the number of realistic mobility options, and 5) strengthens the neighborhoods and advances economic opportunity through capital investments.

The Transportation Plan will implement key strategies identified in the recently published Strategic Transportation Plan and work from the framework created in the Downtown Transportation Study; collect and analyze new and existing data to inform and develop transportation policy and programs; and engage the public in the planning of Detroit's Transportation Initiatives. Consultants are being asked to present the City with a scope of work that achieves the following:

Key initiatives include:

- **Improve Safety** Detroit's annual vehicle crashes totaled 22,833 in 2015, an average of one crash for every 30 residents. The Plan will guide investment and development priorities to achieve safer infrastructure.
  - Build safety analysis and toolkit for integration into routine transportation capital projects. i.e. Resurfacing Program
  - Identify and develop a metrics driven approach to prioritize safety improvements for each type of travel mode, including walk, bike, vehicular, and transit.
  - Develop protocols to prioritize traffic calming initiatives and an implementation process for various types of roadway classifications within the City of Detroit, including non-City owned roadways in coordination with regional multi-modal plans and networks.
- **Support Walking, Biking and Transit** Everyone deserves the right to feel dignified and to expect excellence in the planning and implementation of our mobility system. A resident or visitor should

feel equally respected on Detroit streets no matter what form of transportation they are using (walking, riding, driving, transit etc...).

The challenge of mobility in Detroit goes beyond traffic congestion. Many negative societal outcomes are due the lack of ability to get to a destination. The plan will identify ways to make it easier and more affordable for Detroiters to get around, from improvements to traditional fixed route transit to integrating new solutions, such as mobility hubs and microtransit.

- Develop a series of policies, programs and potential funding streams for creating safer streets for pedestrians, encouraging walking, and creating places for people on Detroit's streets and transit infrastructure.
- Identify gaps and barriers in the pedestrian network and recommend solutions (lack of sidewalk, crossing opportunities etc).
- Establish a set of guidelines for identifying intersections and segments that need a crosswalk, hawk, signage and/or pedestrian signal improvement and an implementation methodology (scenarios in which treatments should be used).
- Develop methodology for prioritizing sidewalk repair based on pedestrian demand, density, ADA compliance and areas of growth and special uses such as schools, libraries, etc.
- Update and incorporate the bicycle master plan into the Plan, fully flesh out the city's bicycle lane standards, provide a recommendation for an overall set of standards, and develop an implementation strategy.
- Update and incorporate the greenways plan into the Plan to ensure connections to retail nodes and major destinations, such as parks, and develop standards for various types of greenways.
- Recommend planning for transit network gaps through coordination with DDOT, including crosstown connections and first/ last mile gaps and identify solutions.
- Develop standards for transit supportive infrastructure, such as floating bus islands, transit signal priority locations, and enhance bus stops. Work with DDOT to plan infrastructure improvements for their identified 10 high frequency corridors.

- Include transit as a viable option for all projects and events in the city. Using the Strategic Transportation Plan, Downtown Transportation Study and other previous planning efforts.
- Develop a framework and strategy for commuter solutions to job centers via travel demand management, park and rides, shuttles etc.
- Review and provide recommendations for local mobility connections around the Gordie Howe International Bridge.
- Set expectations for bus stops and transit infrastructure, to be recognized by all city agencies.

- **Design Streets for Everyone** Heart disease is the leading cause of death for Detroit residents. Detroit's right of ways represent more than 65 percent of the publicly held open space in the city. The Plan will introduce more opportunities to walk and bike citywide, increasing healthy choices for active commutes (complete streets) and access to recreational activity. It will also improve neighborhood air quality (specifically in freight movement, with Detroit being one of the busiest trade crossings) and reduce our carbon footprint.

Approximately 40 percent of Detroit's residents live below the poverty line and 26 percent of Detroiters lack access to a personally-owned vehicle. The Plan will set targets to establish a policy of greater access to economic opportunity by increasing travel options and coordinating modes, empowering all residents with a viable mobility system to increase better access to jobs, core services and amenities.

- Develop and implement a complete streets policy for adoption within the City of Detroit.
- Develop guidelines for when a roadway should consider various complete streets elements and implementation methods.
- Establish streetscape design guidelines, including landscape and roadway/non-roadway design guidelines by roadway/functional/speed classification for all roadways within the City of Detroit.
- Establish policies and design standards for incorporating stormwater best management practices into streets.

**Investigate stewardship models, potential funding mechanisms and upfront and long-term costs.**

- Develop placemaking and design guidelines for the public right of way, including plazas and other public spaces.
- Develop construction maintenance of traffic requirements to ensure access for vehicles, pedestrians and cyclists and support local businesses
- Building from the Downtown Transportation Study, propose a modal hierarchy for strategic corridors
- Compile strategies to improve railway crossings and viaducts for all travelers.

○ **Education Infrastructure and policy changes will only take a plan so far. Detroit seeks to educate enforcement agent and officers, residents and visitors to fully understand that designing streets and systems to include all modes is a public asset and not an attack on one specific mode (i.e. vehicular).**

- Develop an education and marketing strategy for the City based on best practices in other cities and Detroit's unique needs and establish a detailed roll out plan, cost estimates and potential funding sources and partners.
- Develop policies, programs, and outreach strategies for a Safety Ambassador Program.
- Create an aggressive program to educate motorists on safe driving around pedestrians, cyclists and transit stops. And educate cyclists and pedestrians on how to properly use infrastructure.
- Address the general cultural bias toward "cars only" while educating the public about other viable options.

○ **Policy Development** Detroiters expect openness and inclusiveness in planning and implementation process, and the community engagement process. The Plan will explain the recommendations that will be proposed and give benchmarks for tracking progress and implementation.

- Develop curbside policies for emerging micromobility providers, delivery trucks, valet, residential parking permit, on-street parking, new signage, etc.
- Investigate SEMCOG's formula for ranking projects to qualify for CMAQ funds and make recommendations based on best

practice analysis of other MPO formula's to allow CMAQ funds to support non-motorized projects.

- Develop clear standards for Development Review including traffic impact studies, curb cut permitting, sidewalk impacts and maintenance.
- Develop proposed changes to the zoning laws to incorporate bicycle/ scooter parking and facilities in new and rehabbed development as well as transit supportive infrastructure.
- Establish mode-shift goals for the City and benchmarks to better track the data.
- Collaborate with MDOT and Wayne County Roads on "Urban Trunkline" standards, so that highways can function as effective neighborhood streets.

• Data

- Crash analysis of highest crash and fatality intersections and corridors by jurisdiction (MDOT, City and County)
- Work with DDOT to collect, analyze and recommend service improvement opportunities
- Establish outcome based metrics for neighborhood corridor projects, a Corridor Health Index, and how those metrics will be collected, and protocols for on-going collection and analysis
- Collect identified transportation needs, including commuter statistics, identified through the neighborhood plans to create a city-wide understanding of citizens concerns and needs and develop a survey to help round out this data and establish repeatable qualitative metrics. Implement the survey and analyze the data to help inform the development of the plan
- Evaluate and make recommendations about what data sources the city might purchase to achieve the various initiatives identified in the plan and purchase access to sources and establish protocols for their use

- Engagement This must be a plan that is developed for Detroiters and by Detroiters. A considerable engagement effort is expected in which the consultant team creatively engages neighborhoods in a way that educates all parties.

- o Create a Community Engagement Road Map to explain the engagement strategy early-on in the process, as well as throughout the project,
- o Determine public engagement zones to ensure that there are touch points all across the city.
- o Allow for remote engagement via digital input, including mobile input outposts throughout the community.
- o Use creative ways to engage Detroiters and build consensus around the the Plan, including digital engagement campaigns, mobile design centers, hands-on work- and walk-shops, surveys, bike rides, etc.
- o Develop and interactive website that is also accessible via mobile and handheld devices
- o Leverage Partnerships with non-profits and CBO's
- o Mailings, fliers and postcards

- **Deliverables**

- o Project management plan
- o Existing conditions analysis (qualitative and quantitative) that summarizes existing transportation challenges and opportunities in Detroit
- o Public Engagement Plan
- o Development of goals, objectives, and principles
- o Set of recommendations that address all aspects of transportation
- o Prioritization process/tool for implementation
- o Detailed implementation plan with respect to cost, specific funding source, department owner, and timeline
- o All graphics and maps
- o Website
- o Draft plan (one public facing section and one internal facing "guide" for departmental action)
  - All Chapters
  - Funding, Maintenance, Benchmarking and Implementation Plan
  - Education, Encouragement, Enforcement and Evaluation Plan
- o Executive Summary
- o Final Report
  - Format
    - 8 1/2 x 11 landscape
  - Printing

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The City of Detroit AND  
Detroit Transportation Corporation**

This Memorandum of Understanding ("MOU") is entered into by and between The Detroit Transportation Corporation ("DTC") located at 535 Griswold Street, Detroit, MI 48226, and THE CITY OF DETROIT, a Michigan municipal corporation acting through its Department of Public Works, located at 2 Woodward Avenue, Detroit 48226 ("Sponsored Organization") in order to cooperate and coordinate their respective activities in order to provide for fiscal sponsorship of the Project, as described herein. DTC and the Sponsored Organization may each be referred to herein as a "Party" or collectively as the "Parties" to this MOU, as applicable.

**RECITALS**

Whereas, DTC has been awarded a grant ("Grant") in the amount of \$325,000 ("Grant Funds") from SEMCOG ("Funder") for the purpose of developing the transit portion of the City's Transportation Master Plan ("Project"), which Project is intended to be undertaken, in part, by the Sponsored Organization; and

Whereas, a copy of the application for and award of the Grant are attached hereto as Exhibit A; and

Whereas, the Sponsored Organization desires DTC to serve as the fiscal sponsor of the Grant Funds for the Project; and

Whereas, DTC desires to serve as the fiscal sponsor of the Grant Funds for the Project and DTC's Executive Committee or Board has approved DTC's role as fiscal sponsor in accordance with its Procedures; and

Whereas, the Funder has approved of DTC's role as fiscal sponsor of the Grant Funds for the Project;

**NOW THEREFORE, DTC and the Sponsored Organization acknowledge the following understanding:**

**Section 1: Purpose.** The purpose of this MOU is to assist the Parties in coordinating their activities by providing a written memorandum of their intentions stated in good faith and with as much accuracy as possible. It is not the intent of the parties that this document should constitute a contract or provide the basis for a legal claim by any party. This MOU neither requires nor authorizes the disposition or acceptance of any property or the expenditure or receipt of any funds by either Party.



City of Detroit  
COUNCILMAN SCOTT R. BENSON

45

CITY CLERK 2019 MAR 27 AM9:31

## MEMORANDUM

**TO: Charity Dean, Director, CPIO**

**FROM: Hon. Scott Benson, City Council District 3**

**CC:** Hon. Roy McCalister, Chair, IO Standing Committee  
Hon. Janice Winfrey, City Clerk  
David Whitaker, Director, LPD  
Stephanie Washington, City Council Liaison

**VIA:** Hon. Brenda Jones, City Council President

**DATE:** 26 March 2019

**RE: LGBT BUSINESS CERTIFICATION**

This office has received a request from the Detroit Regional LGBT Chamber of Commerce to support its initiatives around:

1. Economic development
2. Equality
3. Tourism

The request is for the City to collect data from business owners opening establishments in Detroit to declare if the business is owned by a member of the LGBT community. This data will allow the Detroit Regional LGBT Chamber of Commerce to work toward identifying Detroit as a municipality that is friendly for members of the LGBT community to visit and establish businesses.

Please provide your report if this is possible and what needs to happen to start collecting this data on new businesses opening in Detroit by 19 April 2019. If you have any questions do not hesitate to contact my office at, 313-224-1198.



## MEMORANDUM

**TO:** Angelica Jones, Director, DDOT  
Ron Brundidge, Director, DPW

**FROM:** Scott Benson, City Council District 3 *SB*

**CC:** Hon. Janice Winfrey, City Clerk  
David Whitaker, Director, LPD  
Jerrell Harris, Mobility  
Fred Westbrook, President, ATU Local 26  
Stephanie Washington, Mayor's Office

**VIA:** Hon. Brenda Jones, President, Detroit City Council

**DATE:** 25 March 2019

**RE:** DDOT BUS SHELTER REQUEST

The Dequindre Block Club is requesting DDOT install a bus shelter at the southwest corner of Dequindre & State Fair streets. Please report back to this office if this request can be accommodated. If not, please indicate what needs to happen to justify the location of a bus shelter at this intersection?

Please respond to this request by 5 April 2019. Thank you in advance for your consideration on this matter.

SRB